on the assumption that the excitement produced the apoplexy. In a sense, deliberately witnessing an accident is not an accident, and the natural excitement of such an occasion is perhaps not accidental. Nevertheless the fatal physical reactions were induced not by forces arising primarily within the system, but by something external, by a violent spectacle which affected the beholder in a most abnormal and improbable way. See *Yates* v. *South Kirby, etc. Collieries Ltd.*, [1910] 2 K. B. 538. Though the outside occurrence operated in mental channels rather than by direct physical contact, the unexpected effect should not be deemed any less an accident. And so it seems to have been held. *McGlinchy* v. *Fidelity & Casualty Co.*, 80 Me. 251, 14 Atl. 13; *Pugh* v. *London, B. & S. C. Ry. Co.*, [1896] 2 Q. B. 248.

LEGACIES AND DEVISES — DISCLAIMER BY PAROL. — A testatrix, survived by sons and daughters, had devised and bequeathed her entire estate to the daughters. Shortly after her death the will was destroyed by the sons in the presence of the daughters and without objection on their part. Within a few days the daughters, without consideration, signed an informal writing waiving all rights under the will. They now sue for their interest thereunder. *Held*, that they cannot recover. *Dueringer* v. *Klocke*, 86 Misc. (N. Y.) 404, 149 N. Y. Supp. 332.

The decision takes the ground that the destruction of the will was a valid disclaimer, of which the written waiver was only a memorandum. In this country a parol disclaimer by a devisee or legatee is effective. *Defreese* v. *Lake*, 109 Mich. 415, 67 N. W. 505; *Wonsetler* v. *Wonsetler*, 23 Pa. Super. Ct. 321; *Tarr* v. *Robinson*, 158 Pa. 60. *Contra*, *Bryan* v. *Hyre*, 1 Rob. (Va.) 94. The law is probably the same in England, but the point has not been definitely decided. See *Townson* v. *Tickell*, 3 B. & Ald. 31, 38; *Doe d. Smyth* v. *Smyth*, 6 B. & C. 112, 117; SHEPPARD'S TOUCHSTONE, 452; 4 KENT, COMMENTARIES, 534. *Bryan* v. *Hyre*, *supra*, is often cited for the proposition that a disclaimer of realty can only be effected by deed, but the case merely upheld a charge that such disclaimer must be in writing. There is no modern authority to support that decision, although the ancient rule was that a disclaimer must be by matter of record. See *Butler and Baker's Case*, 3 Coke 25, 26 *a*; 8 VIN. ABR., DISAGREEMENT. Whether a given set of acts constitutes a disclaimer is a question of fact. *Defreese* v. *Lake*, *supra*. And the renunciation must be unequivocal. *Webster* v. *Gilman*, Fed. Cas., No. 17,335. The principal case is clearly correct, although on the ground taken by the court, that the destruction of the will alone constituted a disclaimer, it is arguable that the question should have been left to the jury. A devisee's or legatee's situation is to be distinguished from an heir's, for when property passes by descent, title vests without any possibility of renunciation. *Watson* v. *Watson*, 13 Conn. 83.

LIMITATION OF ACTION — NATURE AND CONSTRUCTION OF STATUTE — LEGAL DISABILITY: WHETHER PLAINTIFF'S PROOF IN BANKRUPTCY STOPS RUNNING OF STATUTE. — A creditor whose right accrued just before the debtor's bankruptcy in 1904 proved his claim in bankruptcy and was paid dividends upon it. In 1908 he brought suit in the state court, and this action was continued until in 1910 the debtor's application for a discharge in bankruptcy was refused. The period of limitation under the state statute was three years, but any person under a legal disability might bring an action within a year after the disability was removed. *Held*, that the plaintiff's action is barred. *Simpson* v. *Tootle, etc. Co.*, 32 Am. B. R. 551 (Okla.).

Whether the pendency of bankruptcy proceedings against a defendant constitutes a legal disability upon the plaintiff has not been decided previously under the present bankruptcy act. Under the law of 1867 a creditor who

proved his claim in bankruptcy was held to be disabled, because he was forbidden to maintain an action in any other court until the question of the bankrupt's discharge was determined. *Hall* v. *Greenbaum*, 33 Fed. 22; *Rosenthal* v. *Plumb*, 25 Hun (N. Y.) 336. But if his claim, though provable, was not proved, the statute would run against him, for he was not unqualifiedly prohibited from bringing suit elsewhere. *Cleveland* v. *Johnson*, 5 Misc. (N. Y.) 484, 26 N. Y. Supp. 734; *Davidson* v. *Fisher*, 41 Minn. 363, 43 N. W. 79. The present law in terms provides for staying only such suits as are pending against the bankrupt when the petition is filed, and is mandatory only for the period up to the adjudication of bankruptcy. BANKRUPTCY ACT OF 1898, § 11. The power to restrain suits brought later must, therefore, be found by implication or in the general equitable power of the court to protect its jurisdiction. See *In re Basch*, 97 Fed. 761; COLLIER, BANKRUPTCY, 9 ed., 262. In so far as the mandatory provision does not control, the granting of injunctions to stay proceedings in other courts is governed by the sound discretion of the court of bankruptcy. *In re Globe Cycle Works*, 2 Am. B. R. 447; *In re Franklin*, 106 Fed. 666; *In re Mercedes Import Co.*, 166 Fed. 427. The consequent possibility of successfully prosecuting a suit during the pendency of bankruptcy proceedings against the defendant would seem to justify the principal case.

PLEDGES — LOSS OF LIEN — REDELIVERY TO PLEDGOR AS AGENT. — An automobile company delivered an automobile to the defendant by way of pledge. The defendant immediately returned the car and stored it in the company's garage, for purposes of demonstration and sale. The automobile company then became insolvent, and its trustee in bankruptcy now claims the machine as against the pledgee. *Held*, that the trustee in bankruptcy takes subject to the pledge. *W. S. Biles & Co.* v. *Elliotte*, 215 Fed. 340 (C. C. A., 6th Circ.).

The general rule is that a pledgee's interest must be evidenced by possession. *Black* v. *Bogert*, 65 N. Y. 601; *Collins* v. *Buck*, 63 Me. 459. But the authorities allow the pledgee to return the property to the pledgor for a temporary or special purpose without loss of the lien between the parties. *Cooper* v. *Ray*, 47 Ill. 53; *Way* v. *Davidson*, 12 Gray (Mass.) 465. Many cases anomalously hold that under such circumstances the lien is good even against intervening rights. *McClung* v. *Colwell*, 107 Tenn. 594, 64 S. W. 890; *Northwestern Bank* v. *Poynter, Son, & MacDonalds*, [1895] A. C. 56. *Contra, Bodenhammer* v. *Newsom*, 5 Jones (N. C.) 107. Where actual delivery of the property is difficult and inconvenient, there is a modern tendency to hold the pledge valid, if the goods are clearly marked to indicate the pledgee's possession, although they remain on the premises of the pledgor. *Philadelphia Warehouse Co.* v. *Winchester*, 156 Fed. 600; *Bush* v. *Export Storage Co.*, 136 Fed. 918. But this doctrine, which must be based on the notice of the pledgee's equitable rights given by the marks, has no application when the goods bear no evidence of the pledge. *American Can Co.* v. *Erie Preserving Co.*, 171 Fed. 540; *Bank of North America* v. *Penn Motor Car Co.*, 235 Pa. 194, 83 Atl. 622. The principal case seems to go farther than any of these authorities justify, and can only be supported as an extension of the doctrine concerning redelivery to the pledgor for a special purpose. Although well settled, this exception is doubtful in theory, and it is very undesirable to extend it so far that it virtually does away with the rule that possession is necessary to a valid pledge.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — REGULATION OF COMBINATION WITHOUT DISSOLUTION: INJUNCTION AGAINST "FIGHTING SHIPS." — Several large transatlantic steamship lines formed a combination to regulate the transportation of steerage passengers. Competition among the members was reduced, but rates were not unduly increased, and the service